



# Unfair Contract Terms Act 1977

## 1977 CHAPTER 50

### PART II

#### AMENDMENT OF LAW FOR SCOTLAND

#### 15 Scope of Part II.

- (1) This Part of this Act [<sup>F1</sup> . . .] is subject to Part III of this Act and does not affect the validity, of any discharge or indemnity given by a person in consideration of the receipt by him of compensation in settlement of any claim which he has.
- (2) Subject to subsection (3) below, sections 16 to 18 of this Act apply to any contract only to the extent that the contract—
  - (a) relates to the transfer of the ownership or possession of goods from one person to another (with or without work having been done on them);
  - (b) constitutes a contract of service or apprenticeship;
  - (c) relates to services of whatever kind, including (without prejudice to the foregoing generality) carriage, deposit and pledge, care and custody, mandate, agency, loan and services relating to the use of land;
  - (d) relates to the liability of an occupier of land to persons entering upon or using that land;
  - (e) relates to a grant of any right or permission to enter upon or use land not amounting to an estate or interest in the land.
- (3) Notwithstanding anything in subsection (2) above, sections 16 to 18—
  - (a) do not apply to any contract to the extent that the contract—
    - (i) is a contract of insurance (including a contract to pay annuity on human life);
    - (ii) relates to the formation, constitution or dissolution of any body corporate or unincorporated association or partnership;
  - (b) apply to—
    - a contract of marine salvage or towage;

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*Status: Point in time view as at 01/04/1991. This version of this provision has been superseded.*

*Changes to legislation: There are currently no known outstanding effects for the Unfair Contract Terms Act 1977, Section 15. (See end of Document for details)*

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a charter party of a ship or hovercraft;

a contract for the carriage of goods by ship or hovercraft; or,

a contract to which subsection (4) below relates,

only to the extent that—

- (i) both parties deal or hold themselves out as dealing in the course of a business (and then only in so far as the contract purports to exclude or restrict liability for breach of duty in respect of death or personal injury); or
- (ii) the contract is a consumer contract (and then only in favour of the consumer).

(4) This subsection relates to a contract in pursuance of which goods are carried by ship or hovercraft and which either—

- (a) specifies ship or hovercraft as the means of carriage over part of the journey to be covered; or
- (b) makes no provision as to the means of carriage and does not exclude ship or hovercraft as that means,

in so far as the contract operates for and in relation to the carriage of the goods by that means.

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#### **Textual Amendments**

- F1** Words in s. 15(1) repealed (1.4.1991) by [Law Reform \(Miscellaneous Provisions\) \(Scotland\) Act 1990](#) (c. 40, SIF 76:2), ss. 68(2)(6), 74(2), [Sch. 9](#); S.I. 1991/330, art. 4, [Schedule](#)

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